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AGREEMENT  
BETWEEN  
THE MORRIS COUNTY PARK COMMISSION  
AND  
POLICEMEN'S BENEVOLENT ASSOCIATION,  
LOCAL NO. 264

*Patrolmen*

1978-1979

1/1/78 - 12/31/79

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## Preamble

THIS AGREEMENT, made and entered into this       day of       , 1978, by and between the MORRIS COUNTY PARK COMMISSION of the State of New Jersey (hereinafter referred to as the "Commission"), and POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 264 (hereinafter referred to as the "Association"), is the final and complete understanding between the Commission and the Association on all bargainable issues and as such will serve to promote and maintain a harmonious relationship between the Commission and those of its employees who are subject to this Agreement in order that more efficient and progressive public service be rendered.

## ARTICLE I - RECOGNITION AND SCOPE

Section 1: The Commission hereby recognizes the Association as the sole and exclusive representative of all full-time, permanent employees under this Agreement for the purpose of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq., concerning salary, hours and other terms and conditions of employment in the negotiating unit described below:

All employees of the Morris County Park Commission in the position titles of patrolmen, patrolwomen, sergeants and lieutenants, but excluding the Chief of Police, Captain, Clerk and all other employees.

Section 2: Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refer to all persons represented by the Association in the above-defined negotiating unit.

## ARTICLE II - ITEMS OF GENERAL CONSIDERATION

Section 1: Policy and Agreement - From time to time, over the years, various policies concerning conditions of employment have been promulgated, and both parties recognize that not often are the matters of policy and the rights of employees fully known by all of the employees and the County Park Commission. Nothing contained herein shall be construed to impair or interfere with the right of the public employer to finally promulgate rules, regulations and revisions in its sole discretion.

### Section 2: Paid Leaves of Absence

#### A. Vacations

Each employee covered by this Agreement shall receive annual paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Days</u>
Less than one year	1 working day per full month of service
1 through 6 years	12 working days
7 through 12 years	15 working days
13 through 18 years	18 working days
19 through 24 years	21 working days
25 years and thereafter	25 working days

The vacation year begins January 1 of each year. One vacation day is credited for each calendar month worked from the day of employment through that January 1 vacation year base. Thereafter, 12 days per annum through the sixth year, as listed in the above schedule. Extended vacations may be granted in accordance with the table provided above, at the convenience of the employer. In any calendar year, the annual vacation leave or any part thereof which is not taken or granted by reason of the pressure of work shall be accumulated to the credit of the individual employee and shall be granted and may be taken during the next succeeding calendar year only. Accumulations after one calendar year shall not be permitted. Vacation time will be granted only with prior approval of the Chief of Park Police who may require six weeks' prior notice of extended vacation and is authorized to plan vacations so as not to interfere with the responsibility of orderly work. Upon termination of employment, vacation time will be credited for only those months of the calendar year worked.

#### B. Holidays

Holidays shall be paid when they fall during the regular work week. To be eligible, the employee must have worked the last scheduled day before the holiday, unless on authorized leave. Holidays are:

- a. New Year's Day
- b. Martin Luther King's Birthday
- c. Lincoln's Birthday
- d. Washington's Birthday
- e. Good Friday
- f. Memorial Day
- g. Independence Day
- h. Labor Day
- i. Columbus Day
- j. Election Day
- k. Veteran's Day
- l. Thanksgiving Day
- m. Christmas Day

When any of the legal holidays described above fall on a Sunday, the following Monday shall be the official holiday. When any of the legal holidays described above fall on a Saturday, the immediately preceding Friday shall be an Approved Leave Day with pay. If required to work on any of the above holidays, compensatory time off will be allowed.

In addition to the holidays set forth above, should the Park Commission declare, create or grant other holidays, the employees covered by this Agreement will be extended such holidays as paid holidays without the need for further negotiations.

In the event the Board of Chosen Freeholders of Morris County should declare, create or grant other holidays for other County employees, the Park Commission, in its discretion, may adopt such holiday as a paid holiday for employees covered by this Agreement without need for further negotiations.

### C. Sick Leave

Each employee shall be entitled to sick leave credits at the rate of one day per calendar month from the date of employment to the end of the year. Thereafter, each employee will be credited with 15 days annually for each succeeding year of full-time employment, which is cumulative.

The use of "sick leave" shall be authorized in the event of illness of the employee, exposure to contagious disease, non-work-connected accident and/or emergency care of any family member. For purposes of definition, "immediate family" in cases of illness shall mean: parents, spouse, children and stepchildren living together in one household.

In the event an employee is absent due to illness, such employee shall be required to notify his or her supervisor as soon as possible on each occasion, giving the specific reason for absences. Should the employee be unable to reach the supervisor, then the administrative office is to be notified. Notification is to be given before 9:30 a.m.; and if not, it will be treated as time off without pay.

Employees will be required to submit a doctor's certificate to the supervisor to justify payment of sick leave when the absence due to illness is more than five (5) consecutive days at one time and/or three (3) or more consecutive days after the employee has used ten (10) sick days at various times during the contract year. With respect to the initial ten (10) days of sick leave during the contract year which are taken at various times throughout the year, payment will be approved without need for the employee to furnish a doctor's

certificate. However, the Park Commission reserves the right to investigate absences due to illness.

In the event an employee sustains a job-connected illness or injury, he shall be continued on full salary for a period of 26 weeks without such time off being charged against his present or accumulated sick leave. Any weekly worker's compensation payments received during this period will be returned by the employee to the Commission. The provisions of this paragraph shall not apply to any settlement compensation award received by the employee as a result of permanent injury.

Enabling Legislation in the State of New Jersey is pending, and upon its passage and enactment into law, the following contract terms will be implemented. Any employee who retires or resigns in good standing on or after the effective date of such Legislation and during the term of this Agreement shall be reimbursed for accumulated sick time based on the schedule below:

1. 20% of the present-day value of sick time after 10 years of service, to a maximum of \$5,000.00;
2. 30% of the present-day value of sick time after 25 years of service, with a maximum of \$8,000.00.

In the event the Board of Chosen Freeholders of Morris County should voluntarily grant a more liberal plan of payment of accumulated sick leave to any other group of its County employees, then and under those circumstances, such plan shall be extended to employees covered by this Agreement.

#### D. Bereavement Leave

In the event of a death in the immediate family, an employee shall be granted leave with pay, not to exceed three (3) working days.

For purposes of this provision, immediate family shall be defined as spouse, children, stepchildren, brothers, sisters, parents, parents-in-law, grandparents, grandchildren and/or persons residing in the household of the employee as a part thereof.

In the event of a death in the family involving a relative of the second degree, the employee shall be permitted one working day of leave with pay. Relatives of the second degree shall be defined as uncles, aunts, nieces, nephews, cousins, sisters-in-law and brothers-in-law.

The employee shall be responsible for notifying his supervisor as soon as possible in the event of a death in his family and of his need for leave. Notification must be given to the supervisor as set forth above in "C. Sick Leave". Proof of death may be required by the Park Commission.

The number of days required under this provision may be adjusted to individual needs in extreme cases by the Chief of Park Police and with approval of the supervisor.

#### E. Administrative Leave

1. Each employee shall be entitled to have three (3) working days of leave without loss in pay upon written request to, and the approval of, the Secretary-Director of the Morris County Park Commission for the following reasons:

- (a) court subpoena;
- (b) marriage of an employee;
- (c) personal business that cannot be attended to outside of work hours.

2. A decision not to grant administrative leave shall not be grievable.

3. Administrative leave shall not accumulate year to year.

#### F. Storm Days and Emergencies

All employees may be required to report to work for storm days and emergencies. In the event that the employee cannot report to work because of a storm condition, the lost time will be charged against accumulated vacation time. In the event that no vacation time is accumulated, the lost time will be charged as time off without pay. If unable to report for work, the employee must follow the same procedure as that outlined for reporting an absence due to illness.

### ARTICLE III WORKING HOURS AND WORK WEEK

Section 1: Working hours for Park Police employees shall be eight (8) consecutive hours of no more than ten (10) days in any fourteen (14) day period. Nothing contained herein shall prevent the Morris County Park Commission or Chief of the Park Police to require employees to work beyond this requirement, subject to the following provisions:

(a) Any employee who works beyond eight (8) consecutive hours on any given day as a result of being continued on shift shall be paid at the rate of time and one-half (1 1/2) for each hour worked beyond the eighth hour.

(b) Any work performed on an employee's scheduled day off and all off-duty court appearances before the Grand Jury, Juvenile Court, County Court or any other upper court, shall be paid at the rate of time and one-half (1 1/2).

(c) A off-duty municipal court ppearances shall be paid at the rate of straight time.

Section 2:

Any employee who is called back to work for non-scheduled duty after completing his regular shift shall be entitled to time and one-half with a minimum guarantee of four (4) hours with a guarantee of six (6) hours' pay. Municipal Court is excluded from this call-back provision and is governed by paragraph (c) above.

Section 3:

Employees shall have the election to receive overtime compensation as cash payments or as compensatory time off. Such election when made shall be binding upon the employee for a period of one year. Compensatory time off will be granted to an employee under conditions and circumstances which presently prevail.

ARTICLE IV - INSURANCE AND RETIREMENT

A. Hospital and Medical

Hospital and medical-surgical insurance, including major medical, will be provided by the Commission for all employees subject to this Agreement at the expense of the Commission, within three (3) months of the date of employment. Dependent coverage for major medical is available for the employees at no additional charge at the option of the employee. Coverage provided is given in detail in all insurance certificates and booklets provided by the Commission. Information is available to employees upon request.

In the event the Board of Chosen Freeholders of Morris County should voluntarily grant improved insurance benefits to any other county employees, such benefits shall be granted to employees covered by this Agreement without need for further negotiations. Such insurance shall include, but not be limited to, dental plans, optical plans, prescription drug plans and the like

B. Group Life Insurance

Insurance is automatically provided upon enrollment in the Police and Fire Retirement System of New Jersey with total coverage provided pursuant to statutes of New Jersey and applicable rules and regulations of the New Jersey Division of Pension

C. Retirement and Pension

The public employer recognizes the Police and Fire Retirement System of New Jersey is operative concerning employees covered by this Agreement and all of the rights accruing thereunder. The Park Commission agrees to furnish any and all information required by law to employees concerning their rights under this Retirement System and their benefits and accruals.



It is understood and agreed that this Retirement System, as provided by statute and the applicable rules and regulations of the New Jersey Division of Pensions, shall apply exclusively.

ARTICLE V  
OTHER PERMISSIBLE LEAVES OF ABSENCE

A. Jury Duty

Each employee shall be allowed leave with differential pay if required for jury duty. A written request shall be required of the employee at least 48 hours in advance to the supervisor of the employee. The Park Commission will pay the difference between the pay received for jury duty and the wages.

B. Military Leave with Pay

If the employee is a member of the National Guard, Naval Reserve, or any of the Reserve Components of the Armed Forces, the employee shall be eligible for leave with differential pay for a period not to exceed 30 calendar days per year when called for active-duty training. The employee shall be required to submit a written request with a copy of the duty orders to his or her supervisor at least one week in advance. Pay received for the weekends while on active-duty training will be retained by the employee and never permitted as a credit against the Park Commission's differential payment in the event of active-duty training by the employee.

C. Military Leave without Pay

If the employee is inducted into the Armed Forces, the employee shall be entitled to military leave without pay, provided a written request to the Secretary-Director and a copy of the orders are attached. While in the military service, the employee's contributions to the Retirement System will be maintained, and seniority will be continued. The employee will be entitled to reinstatement, provided the employee is physically able and makes application for reinstatement within 90 days of Honorable Discharge.

D. Convention and Meetings Leave

In accordance with applicable State statute, authorized delegates of the PBA Local shall be permitted such time off to attend necessary meetings and conventions without loss of pay.

E. Other Leaves

Time off, other than sick leave, vacations, holidays or military leave, may be honored when warranted by the Park Commission. For leave without pay, the employee shall submit a written request to the Secretary-Director stating the reason for the request and the time required. This request will be

forwarded to the Park Commission and promptly answered. If the employee's required absence exceeds the normal pay period, the employee shall be required to report to the administrative office to make suitable arrangements for pension payments, insurance, hospitalization and other matters required.

ARTICLE VI  
MAINTENANCE OF STANDARDS AND  
PROTECTION OF CONDITIONS AND  
COMMISSION RIGHTS AND RESPONSIBILITIES

Section 1: (a) In order to effectively administer the affairs of the Commission and to properly serve the public, the Commission hereby reserves and retains unto itself, as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Without limitation of the foregoing, management's prerogatives include the following rights:

- (1) to manage and administer the affairs and operations of the Commission;
- (2) to direct its working forces and operations;
- (3) to hire, promote and assign employees;
- (4) to demote, suspend, discharge and otherwise take disciplinary action against employees; and
- (5) to promulgate rules and regulations from time to time which may effect the orderly and efficient administration of the Commission.

(b) The Commission's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices, or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to laws of New Jersey and of the United States.

(c) Nothing contained in this Agreement shall operate to deny or restrict the Commission in the exercise of its rights, responsibilities and authority pursuant to the laws of this State or the United States.

Section 2: The public employer agrees that conditions of employment, beneficial to the employees, contained in departmental rules and regulations and as promulgated in this Agreement, shall be maintained at the highest standards in effect possible from the time of entry of this Agreement and thereafter.

## ARTICLE VII - SALARY AND LONGEVITY

Section 1: Effective January 1, 1978, the following salary guide shall become effective. Employees shall be placed on the salary guide at appropriate annual salaries in accordance with the following:

<u>1977</u> <u>Annual Salary</u>		<u>1978</u> <u>Annual Salary</u>
\$12,750.00	advanced to	\$13,750.00
\$11,500.00	advanced to	\$12,150.00
\$10,750.00	advanced to	\$12,150.00
\$10,000.00	advanced to	\$11,000.00
Starting rate:		Starting rate:
\$9,250.00		\$9,800.00

Each patrolman-patrolwoman whose 1977 annual rate of pay is indicated above under the appropriate column shall be paid at the annual rate indicated above for 1978 commencing January 1, 1978.

Section 2: Effective January 1, 1979, the following salary guide shall become effective. Employees shall be placed on the salary guide at appropriate annual salaries in accordance with the following:

<u>1978</u> <u>Annual Salary</u>		<u>1979</u> <u>Annual Salary</u>
\$13,750.00	advanced to	\$14,250.00
\$12,150.00	advanced to	\$13,150.00
\$11,000.00	advanced to	\$12,000.00
\$ 9,800.00	advanced to	\$11,000.00
Starting rate:		Starting rate:
\$9,800.00		\$9,800.00

Each patrolman-patrolwoman whose 1978 annual rate of pay is indicated above under the appropriate column shall be paid at the annual rate indicated above for 1979 commencing January 1, 1979.

Section 3: Effective January 1, 1978, the following salary guide shall become effective for the superior officers' positions indicated below:

	<u>1977</u> <u>Annual Salary</u>	<u>1978</u> <u>Annual Salary</u>	<u>1979</u> <u>Annual Salary</u>
Sergeants:	\$14,250.00	\$15,250.00	\$16,185.00
Lieutenants:	\$15,750.00	\$17,000.00	\$17,685.00

Each officer whose annual rate of pay is set forth above under the 1977 annual salaries column shall be advanced to the appropriate rate of pay for said position for 1978 effective January 1, 1978. Thereafter, on January 1, 1979, each officer shall be advanced to the appropriate rate for said position effective January 1, 1979. Officers promoted into a higher position shall be paid from the effective date of promotion at the appropriate annual salary for the new position.

Section 4: Longevity - Longevity shall be paid to employees who are continuously employed in the Park Commission according to the following schedule:

1. Commencing on the first day of the fourth year - 1% of salary as of that year.
2. Commencing on the first day of the ninth year - 3% of salary as of that year.
3. Commencing on the first day of the thirteenth year - 5% of salary as of that year.
4. Commencing on the first day of the seventeenth year - 7% of salary as of that year.

For purposes of determining entitlement to benefits provided herein, service on a continuous basis, except as provided herein, shall mean within the County of Morris and not the position. Thus, entitlement to longevity shall not depend upon length of continuous service of the employee in the capacity but shall be determined according to length of continuous service as an employee of the County of Morris, regardless of capacity.

Employees who become entitled to longevity payments herein shall continue to receive such payments so long as they continue in active full-time employment with the Park Commission.

Payment shall commence on the first day as provided above and shall be payable in each pay period together with regular salary payments. It is understood and agreed that pay periods shall be every two weeks for a total of 26 pay periods per year.

It is understood and agreed that length of service for purposes of longevity payments shall be based upon an employee's anniversary date of employment only.

There shall be no tacking of previous periods of employment or of consecutive periods of employment if the employee had been actively employed with another employer in profitable pursuit of another business during the interim period. Tacking shall be permitted where an interruption of service is the result of a regular leave of absence or leave of absence because of illness or incapacity and/or in accordance with N.J.S.A. 40A:9-5 where applicable.

Notwithstanding anything above to the contrary, length of continuous service for employees who are employed on a temporary basis or status will be determined on a case-by-case basis for purposes of longevity entitlement. It is understood and agreed that employees who are employed and continue in such status for extended periods of time through no fault of their own shall be entitled to have such time served counted in total length of continuous service for purposes of longevity benefits, provided such temporary status becomes permanent employment in the Park Commission.

#### ARTICLE VIII - GRIEVANCE PROCEDURE

##### A. Definition

A grievance shall be any complaint regarding the meaning, interpretation or application of the provisions of this Agreement, and the following procedure shall be adhered to for purposes of attempting to reach a mutually-satisfactory settlement.

##### B. Purpose

The purpose of this procedure is to secure equitable solutions to grievances and to have them resolved at the lowest possible administrative level. Therefore, unless the parties mutually consent in writing to a waiver of the procedural steps for the presentation or response to a grievance, no grievance shall otherwise bypass any step, and the failure to present a grievance within the times provided shall be interpreted as a bar. Failure by employer to respond within the time limits shall automatically cause the grievance to be referred to next step in this procedure.

##### C. Employee's Grievance

Step 1 - Any employee who has a complaint shall present it to the Chief of Police orally within five (5) calendar days of its occurrence for resolution. In the event the matter is not resolved at this level, the matter may be referred to the next step of the procedure. It shall not be required nor necessary for the Chief of Police to give his reply in writing, but it will be required that the reply be given in writing within seven (7) days from presentation of grievance.

Step 2 - If the grievance is not resolved at Step 1, the aggrieved employee shall submit the grievance in writing, together with the reply of the Chief, within three (3) calendar days of such reply to the Secretary-Director or his designee. The Secretary-Director or his designee may discuss the matter with the aggrieved party or investigate the matter in any appropriate manner and shall reply within seven (7) calendar days after receipt of the written grievance. The employee shall have the right to be represented by the Association and its designated representative at this step. If the matter is not resolved at this level, the employee shall have the right to proceed to Step 3.

Step 3 - If the grievance is not resolved at Step 2, the grievance shall be presented within seven (7) calendar days after receipt of reply of the Secretary-Director to the Park Commission, whereupon within fifteen (15) calendar days thereafter the President of the Park Commission shall submit his report in writing to the full Commission, and a determination shall be made by the full Park Commission within thirty (30) days of the submission of the report of the President. A copy of the President's report shall be furnished the representative of the negotiating unit and he shall have fifteen (15) days within which to answer the report and state his contentions. The Park Commission may either resolve the grievance on the basis of the submissions alone, or at its option may conduct a hearing on the grievance. The Park Commission may delegate the duty of resolving the grievance to a committee composed of less than the full membership of the Park Commission. The decision of the Park Commission or a sub-part thereof shall be rendered within thirty (30) calendar days after receipt of the President's report.

D. Employer's Grievance

Step 1 - Grievances shall be submitted in writing within ten (10) calendar days of the occurrence of the matter complained of to the Association. The Association or its designated representative shall reply thereto within seven (7) calendar days after receipt of the grievance.

Step 2 - If the grievance is not satisfactorily resolved, the Park Commission may submit the grievance to arbitration within fifteen (15) calendar days of receipt of the Association's reply.

E. Last Step - Arbitration

(a) In the event either of the parties to this Agreement submit an unresolved issue to arbitration, such request shall be made within fifteen (15) calendar days of the receipt of a response from the Park Commission or the Association, whichever is applicable, to the New Jersey Public Employment Relations Commission, pursuant to the Commission's rules and regulations then pertaining. The arbitrator shall be selected by the parties from a panel of proposed arbitrators submitted by the Public Employment Relations Commission.

(b) The arbitrator's fees and expenses shall be borne equally by the parties.

(c) The arbitrator shall have the authority to conduct a hearing at which the facts and arguments relating to the dispute shall be presented and heard by him. The arbitrator shall have no power to add to, detract from, or alter in any way the provisions of this Agreement but shall only interpret, apply or determine whether there has been compliance with the provisions of this Agreement.

(d) The written award of the arbitrator shall be final and binding upon the parties.

#### ARTICLE IX -- UNIFORM ALLOWANCE

Section 1: Effective January 1, 1978, each employee covered by this Agreement shall receive pro-rate, in addition to uniform replacement when approved, the sum of \$300.00 annually for uniform maintenance.

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Effective January 1, 1978<sup>11th</sup>, uniform maintenance allowance shall be increased to \$325.00 annually. Said allowance shall be pro-rated.

Payment shall only be made upon application therefor each year on an approved Park Commission voucher.

Uniform allowance shall be paid in the first pay period in December and shall be included with the pay for said period.

Section 2: If and when the Morris County Park Commission establishes a detective bureau, the person or persons so assigned will be granted the applicable amounts set forth above as a clothing allowance.

Section 3: The mounted patrol shall receive an additional issue of uniform. This shall consist of three (3) shirts and two (2) pairs of breeches and one (1) extra pair of riding boots. This issue shall be provided to officers on the mounted patrol in addition to the appropriate uniform allowance.

## ARTICLE X - PARK POLICE MEETINGS

Each year the Association may conduct four (4) general membership meetings to enable all of the members of the Park Police Division to attend such meetings. Such meetings may be held on the premises of Division Headquarters at Lewis Morris Park but shall be scheduled only through the office of the Chief of Park Police and with the approval of the Secretary-Director of the Commission or his designee. Each meeting shall not exceed two hours in duration.

If the Association desires to have meetings in excess of the number of meetings set forth above, such meetings shall take place on the employees' own time between the hours of 8:00 a.m. and midnight. The Commission shall permit employees to use Commission facilities for such meetings provided advance notification is given to the Secretary-Director or his designee within seven (7) days from date of this proposed meeting.

## ARTICLE XI - POLICE SCIENCE COURSES

The Commission and the Association agree that they will encourage employees to maintain acceptable and increased levels of competence by pursuing an approved collegiate program of instruction in police science. Each employee who undertakes such instruction shall be compensated in the amount of \$15.00 per college credit per year. All courses to be taken hereunder shall be approved in advance by the Secretary-Director of the Commission. Employees who receive college credits by attending the Morris County Police Training Academy will receive compensation for these credits when they have completed fifty-eight (58) credits towards an Associate's Degree in Police Science.

Compensation under this Article shall be paid in equal installments, one each pay period, during each calendar year of this Agreement and shall be included with the pay for said period.

An employee who has previously taken instruction in Police Science may receive compensation under this Article provided courses taken are approved for payment by the Secretary-Director and the employee has received a satisfactory grade in each.

The Morris County Park Commission will not prepare duty schedules, so that a police officer who is attending police training at an agreed school will be deprived from attending the classes. It is, however, understood that in an emergency situation requiring police officers to remain on duty during the emergency, which would prevent him from attending classes at that time, such situation shall not be interpreted as a breach or violation of this provision.



The Park Police may attend special classes outside of Police Science courses provided such instruction is applicable to their employment with the Park Commission and their attendance has been approved in advance by the Secretary of the Park Commission. In order to qualify for compensation, the special courses of instruction must be in an approved collegiate program.

#### ARTICLE XII - PUBLIC EMPLOYEES COMMITTEE

The Commission agrees that the Association shall have the right, through a three (3) member committee, to make recommendations and suggestions in connection with preparations, revisions and amendments of the rules and regulations promulgated by the Commission from time to time for the Division.

The Commission will notify the Association at least seven (7) days prior to the enactment of amendments to rules and regulations of the Division. In the event of an emergency, prior notice may not be given to the Association of proposed changes to rules and regulations.

#### ARTICLE XIII - SENIORITY

Each employee, upon satisfactory completion of his probationary period, shall have his seniority determined from his original date of hire.

Seniority shall govern in matters of layoff and recall, vacation selections and scheduling benefit calculations. In the event of layoff, the least senior employee shall be laid off first, and recall shall be in the inverse order of layoff.

Seniority shall not be broken except in cases of:

1. voluntary resignation; and
2. discharge pursuant to Division rules and regulations and provisions of this Agreement, without subsequent reinstatement.

Any employee who is laid off during the term of this Agreement shall have rights of recall through December 31, 1979.

Except in emergency circumstances, the Commission shall not hire additional personnel or utilize outside resources while employees are on layoff status and subject to recall.

ARTICLE XIV  
GENERAL AND MISCELLANEOUS

1. Physical examinations may be required from time to time at the expense of the public employer.

2. Change of address must be reported to employee's supervisor immediately.

3. Change of family status - The employee is advised to inform his or her supervisor immediately of any additions, deletions or changes in the family status for the purpose of keeping employment records up to date and for possible changes in life insurance and retirement beneficiaries, hospital, medical-surgical dependents and for tax purposes. To change dependents for tax purposes, it is necessary to fill out a W-4 form (Employee's Withholding Exemption Certificate).

4. Termination of Employment - In the event an employee terminates his service with the Commission or is terminated for any reason other than proven dishonesty, he or his estate shall be paid for earned unused vacation entitlement. The provisions of this Article shall also apply to accumulated unused sick leave, provided the employee meets the eligibility requirements as set forth in Article II, Section 2C.

ARTICLE XV - DURATION

This Agreement shall become effective January 1, 1978, and shall remain in full force and effect through December 31, 1979. If either party desires to modify or terminate this Agreement, it shall provide notice not later than August 31, 1979 in writing of such intention with proposals to be received by September 30, 1979. In the event no such notice and proposals are received by said date, this Agreement shall continue in effect from year to year after December 31, 1979, subject to modification or termination by either party, giving written notice prior to August 31 of any succeeding year.

This Agreement constitutes the complete and final understanding and resolution between the parties of all bargainable issues which were, or could have been, the subject matter of negotiations between the parties. During the life of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

If any provisions of this Agreement or application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by Legislative Act or by

a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties set their hands and seals on this       day of       , 1978.

MORRIS COUNTY PARK COMMISSION

By: William E. Smith

President

By: Robert T. Hatch

Treasurer

ATTEST:

Russell W. Myers  
Secretary-Director

POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL NO. 264

By: William E. Smith

President

ATTEST:

Alena Berenlak  
Secretary

Approved as to form and content:

John J. Harper, Esq.  
Special Assistant County Counsel  
County of Morris

ADDENDUM TO THE AGREEMENT  
BETWEEN THE MORRIS COUNTY PARK COMMISSION AND  
POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL #264

ARTICLE II - ITEMS OF GENERAL CONSIDERATION  
SECTION 2: PAID LEAVES OF ABSENCE  
C. Sick Leave

3rd Paragraph - Page #3

In the event an employee is absent due to illness, such employee shall be required to notify his or her supervisor as soon as possible on each occasion, giving the specific reason for absences. Should the employee be unable to reach the supervisor, then the administrative office is to be notified. Notification is to be given before 9:30 a.m.; and if not, it will be treated as time off without pay.

Those employees working the afternoon shift (4:00 p.m. to midnight) are required to notify their supervisor by 2:00 p.m. on each occasion, giving the specific reason for absences.

MORRIS COUNTY PARK COMMISSION

By: [Signature]  
President

By: Robert C. Natch  
Treasurer

ATTEST:

[Signature]  
Russell W. Myers  
Secretary-Director

ATTEST:

Alexa Berenbak  
Secretary

POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL No. 264

By: [Signature]

Approved as to form and content:

[Signature]  
John J. Harper, Esq.  
Special Assistant County Counsel  
County of Morris

ADDENDUM TO AGREEMENT  
BETWEEN THE MORRIS COUNTY  
PARK COMMISSION  
AND  
POLICEMAN'S BENEVOLENT  
ASSOCIATION, LOCAL NO. 264

On this date, May 26, 1978, the Morris County Park Commission, (hereinafter referred to as the Commission), as public employer, and the Policeman's Benevolent Association, Local No. 264 (hereinafter referred to as the Association), as public employee representative, entered into a collective negotiations agreement concerning all employees of the Morris County Park Commission in the position titles of patrolmen, patrolwomen, sergeants and lieutenants, but excluding the Chief of Police, Captain, Clerk, and all other employees.

These parties have now agreed to an addition to the aforesaid agreement as follows:

APPLICATION OF BENEFITS

The Commission and the Association hereby agree that the provisions of the aforesaid agreement shall apply to all who were members of the bargaining unit on January 1, 1978. Anyone who was a member of the bargaining unit on January 1, 1978 but who has left the employ of the Commission prior to May 26, 1978 shall receive a retroactive pay adjustment pro-rated in accordance with the length of time in 1978 in which he or she was employed.

Except as modified herein, the aforesaid agreement shall remain in full force and effect throughout its contract term.

John J. Harper, Esq.  
Special Assistant County Counsel  
County of Morris